

41-4/09.11
11-00.

AGREEMENT

Between

Ewing Township Board of Education
BOARD OF EDUCATION, TOWNSHIP OF EWING

and

THE EWING TOWNSHIP PARAPROFESSIONALS

X July 1, 1988 through June 30, 1990

The following constitutes the Agreement of employment and working conditions between the Board of Education of the Township of Ewing and the Ewing Township Paraprofessionals for the period beginning July 1, 1988 and ending June 30, 1990.

1. RECOGNITION

The employer recognizes all Paraprofessional Employees (Aides) under this Agreement who have been appointed for a specific period of time and will be working a regular schedule as members of this group for the purpose of establishing salaries and other conditions of employment, but excluding substitutes and all other personnel.

2. NOTIFICATION OF VACANCY

- 2.1 The first vacancy for a position or a new position covered by this Agreement will be posted within ten (10) days after the vacancy or new position occurs.
- 2.2 Whenever a new paraprofessional employee position is created as a result of combining two (2) or more existing paraprofessional employee positions, the new position shall be advertised in accordance with Section 2.1 above before the new position is filled.

3. LEAVES OF ABSENCE

3.1 Leaves of absence with pay shall be provided as follows:

- a. All employees shall be allowed sick leave with full pay for ten (10) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- b. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one year of employment it provides for three (3) days leave at full pay during any one school year for any of the following reasons:

- (1) Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child, or any member of the immediate household.
 - (2) Death of a relative or close friend.
 - (3) Recognition of religious holidays. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to an emergency.
 - (4) Marriage of the employee or marriage in the family. Family shall be considered: father, mother, brother, sister, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
 - (5) Court subpoena.
 - (6) Personal legal business or family matters which cannot be handled outside of working hours.
 - (7) Any other emergency or urgent reason not covered in (1 through 6) above, if approved by the Superintendent of Schools.
- c. All requests for personal leave shall be submitted in writing on the proper form (in advance when possible) recommended by the supervisor and approved by the Director of Personnel/Labor Relations. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases.
- d. Three (3) additional days leave may be granted for death in the immediate family (immediate family is considered the same as (1) above, plus in-laws.
- e. Conversion of unused personal leave (3.1 b.) beginning June 30, 1988 and continue each June 30th of each school year thereafter -- unused personal leave days will be added to an employee's accumulated sick leave.

4. GRIEVANCE PROCEDURE

- 4.1 Grievance procedures are means by which employees may appeal the interpretation, application or violation of this Agreement and administrative decisions effecting them.
- 4.2 A grievant is a person or persons making the claim.

PROCEDURE

- Step 1. The employee or representative of the employee shall take up the grievance or dispute with the Director of Personnel/Labor Relations within ten (10) working days of its occurrence. The Director of Personnel/Labor Relations shall respond to the grievance within three (3) working days.
- Step 2. If the grievance has not been settled, it shall be presented in writing by the employee or the employee's representative to the Superintendent within three (3) working days after the Director of Personnel/Labor Relations' response. The Superintendent shall respond to the grievance in writing within three (3) working days.
- Step 3. If the grievance has not been settled, it shall be presented by the employee or the employee's representative, in writing, within three (3) working days after the response of the Superintendent to the Board of Education. The employee or the employee's representative shall have a right to a hearing before the Board or a Committee of the Board within thirty (30) calendar days after the receipt of the request for a hearing. The Board of Education shall respond, in writing, within two (2) calendar weeks after the hearing.
- Step 4. If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:
- a. any matter for which a method of review is prescribed by law.
 - b. any rule or regulation of the Commissioner of Education.
 - c. any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
 - d. a complaint of any employee which arises by his/her reason of not being reemployed.
- Step 5. If the matter is still unresolved and if the Association wishes to proceed to arbitration, it shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to N.J.A.C. 19: 12-5.1 et seq.

The arbitrator shall limit himself/herself to the Articles of this agreement and his/her decision shall be binding on both parties. The parties shall meet within ten (10) calendar days to review the arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All employees including the grievant shall be required to continue under the direction of the Superintendent and Administrator regardless of the pendency of any grievance until such grievance is properly determined.

5. HOLIDAYS

- a. The employer shall list a minimum of eleven (11) paid holidays annually.

6. HEALTH BENEFITS

- 6.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of twenty (20) hours per week.

For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement.
- b. In addition, the Board shall offer a three dollar (\$3.00) co-pay prescription drug plan with a company selected by the Board.
- c. Effective January 1, 1989, employees shall have the option of selecting either the family co-pay prescription plan described in subsection b. hereinabove or a family dental plan with orthodontics provided by a company selected by the Board of Education.

It is the responsibility of the employee to notify in writing by December 1 the Assistant Superintendent for Business of his/her option. The selected option coverage shall become effective on or about January 1 of the year following the employee's selection. If the employee fails to notify the Assistant Superintendent for Business of his/her option by the above date, his/her present insurance plan shall continue.

In no case will a person be covered under more than one plan. For each employee who terminates his/her employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

7. SALARY RANGE

- a. Increments or salary increases are not automatic. These are subject to approval by the Assistant Superintendent responsible for this unit with a recommendation to the Ewing Township Board of Education.
- b. A new employee shall be appointed for a three (3) month probationary period.
- c. Salaries will not be reduced if schools close (or close early) for any "Act of God".
- d. Employees who are newly hired shall be given credit for prior years experience as a teacher or teacher aide up to the midpoint of the range of hourly rates set for in paragraph 2 of 7.e below. For the purposes of this provision, anyone hired prior to February 15 and completing a school year shall be granted one full year's credit.
- e. An employee's annual salary shall be calculated by multiplying his/her actual hourly rate by (x) his/her number of scheduled hours per week.

The range of hourly rates for paraprofessionals shall be as follows:

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
1988-1989	\$5.34/hr.	\$6.64/hr.	\$8.24/hr.
1989-1990	\$5.82/hr.	\$7.24/hr.	\$8.98/hr.

- f. In the event paraprofessional positions are combined, the additional salary shall be computed by dividing the employees current annual salary by the number of hours he/she works per year. The resulting hourly rate shall then be multiplied by the number of additional hours the employee will work above and beyond his/her original position.

The dollar amount for said additional hours shall be added to the employee's original salary in order to establish his/her new annual salary.

8. GENERAL

- 8.1 After fifteen (15) years of continuous service in the Ewing Township School District, upon retirement under PERS, all accumulated unused sick leave shall be paid at one-half ($\frac{1}{2}$) the rate of pay at the time of retirement, total amount of money not to exceed the following amounts:

1988-1989	-	\$1,650 maximum
1989-1990	-	\$1,800 maximum

- 8.2 Whenever a course is required by the Board of Education, the Board of Education shall pay the full cost of that respective course taken by the employee in this bargaining unit.

An employee electing to take a college course(s) at a State approved institution(s) or Board approved organization(s) may receive tuition reimbursement up to a maximum amount of \$350 per person, per contract year. Prior approval of the Superintendent or his/her designee is required before enrollment in the course and the decision of the Superintendent or his/her designee is not subject to the grievance procedure.

- 8.3 Whenever possible, an employee who is a member of this bargaining unit shall be notified no later than May 30 of the present school year of the employment status for the next school year.

- 8.4 In the event of any Reduction In Force (R.I.F.), district-wide seniority (the Board appointment date of employment within this unit) shall apply.

- 8.5 Any reduction shall be accomplished in accordance with the following procedure:

- a. The employee/s affected by such a reduction shall have seniority rights over the most junior employee within his/her current category of employment.

- 8.6 Employees shall not be disciplined or reduced in rank without just cause.

9. REPRESENTATION FEE

- 9.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.

- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
 - d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- 9.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph 9.3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- 9.3 Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:
- a. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- 9.4 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- 9.5 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands this

1st day of May, 1989.

FOR THE ASSOCIATION:

Barbara A. Eckel
Barbara A. Eckel
President
Ewing Township Paraprofessionals

Clarissa Dilts
Clarissa Dilts
Vice President

FOR THE BOARD OF EDUCATION:

Fredricka McNeal-Billups
Fredricka McNeal-Billups
President
Board of Education
Ewing Township, New Jersey

J. Bruce Morgan
J. Bruce Morgan
Asst. Supt. for Business/Board
Secretary
Board of Education
Ewing Township, New Jersey

HOLIDAYS

PARAPROFESSIONALS (AIDES)

1988-1989

October 10	Columbus Day
November 11	Veterans' Day
November 24	Thanksgiving Day
November 25	Thanksgiving Recess
December 26	Christmas Monday
January 2	New Year's Monday
January 16	Martin Luther King, Jr.'s Birthday
February 20	Presidents' Day
March 24	Good Friday
March 27	Easter Monday
May 27	Memorial Day

